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No. 35] NEW DELHI, SATURDAY, SEPTEMBER 10, 1966 (BHADRA 19, 1888)

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में रखा जा सके

Separate paging is given to this Part in order that it may be filed as a separate compilation

भाग III—खण्ड 3

PART III—SECTION 3

लघु प्रशासनों से संबंधित अधिसूचनाएं

Notifications relating to Minor Administrations

GOVERNMENT OF PONDICHERRY

(Finance Department)

Pondicherry-1, the 27th August 1966

No. 1-29/66/*F5*.—Sri S. Ramanathan, Joint Commercial Tax Officer, Deputy Commissioner's Office, Pondicherry, on deputation to this Government has been relieved of his duties with effect from the forenoon of 18-8-1966, and his services are placed at the disposal of Government of Madras.

2. Sri V. Swaminathan, Commercial Tax Officer Pondicherry, will hold full additional charges of the post of Joint Commercial Tax Officer, Deputy Commissioner's Office, till further orders.

(By Order of the Lieutenant Governor)

B. SHAIK ISMAIL

Under Secretary (Finance)

Planning and Development Department

(Medical and Public Health)

Pondicherry, the 31st August 1966

No. 7105/*Dev/M/*66—Dr. R. Meibalane, M.B.B.S., has been temporarily appointed as Assistant Surgeon in the General Hospital Pondicherry with effect from the forenoon of the 3rd May, 1966.

No. 19315/*Dev/M/*66—Dr. (Miss) V. Vatsala, M.B.B.S., has been temporarily appointed as Assistant Surgeon in the General Hospital, Pondicherry, with effect from the forenoon of 10th August, 1966.

(By Order of the Lieutenant Governor)

FRANCOIS DE CONDAPPA

Under Secretary to Government

UNION TERRITORY OF DADRA & NAGAR HAVELI

Silvassa, the 1st July 1966

*No. ADM/LAW/*6(*i*).—In exercise of the powers conferred by Section 168 of the Gujarat Co-operative Societies Act, 1961 (No. X of 1962) as extended to the Union Territory of Dadra and Nagar Haveli, The Administrator, Dadra and Nagar Haveli, hereby makes the following rules, namely :—

CHAPTER I

PRELIMINARY

1. *Short Title.*—These rules may be called, "Dadra and Nagar Haveli Loans to Cooperative Societies Rules, 1966."

2. *Commencement.*—(i) They shall come into force immediately.

(ii) They extend to the whole Union Territory of Dadra and Nagar Haveli.

3. *Definitions.*—In these rules unless the context otherwise requires :—

(a) "ACT" means Gujarat Cooperative Societies Act, 1961 (X of 1962) as extended to the Union Territory of Dadra and Nagar Haveli.

(b) "Registrar" and "Society" shall have the same meaning as defined in the Gujarat Cooperative Societies Act, 1961 as extended to the Union Territory of Dadra and Nagar Haveli.

(c) "Collector" means the Collector of the Union Territory of Dadra and Nagar Haveli.

(d) "Assistant Registrar" means the person appointed/delegated with the powers to act as the Assistant Registrar of Cooperative Societies, Dadra and Nagar Haveli by the Administrator, Dadra and Nagar Haveli and to perform duties of the Assistant Registrar of Cooperative Societies in Dadra and Nagar Haveli.

(e) "Administrator" means the Administrator of the Union Territory of Dadra and Nagar Haveli.

CHAPTER II

4. Loans not exceeding Rs. 40,000 per society will be granted to various types of Cooperative Societies for purposes approved by the Registrar. The amount of the loan together with the loans outstanding against the society as on the date of application of loan shall, however, be limited to the maximum borrowing capacity of the concerned society as per bye-laws or 10 times the paid up Share Capital of Rs. 40,000 whichever is least.

5. The Societies registered under the Act, shall be eligible for the loans under these rules. Those societies which have availed of loans for any purpose from any other source shall not be eligible for the loan for the same purpose, under these rules.

6. Every application for loan shall be in the form (Appendix-A) appended to these rules and shall be submitted to the Collector for sanction through the Registrar and should be accompanied by the following documents :—

(a) A request to the Collector through the Registrar to sanction loan, specifying the amount of loan and purpose thereof.

(b) An undertaking that the amount will be utilised only for the purpose for which it is applied for.

(c) An undertaking to pledge the assets of the society to the President to the extent of loan and interest thereon and to execute an agreement therefor.

(d) An undertaking to repay the loan and interest thereon within the stipulated period.

(e) An undertaking to abide by the rules and conditions which may be prescribed from time to time by the Collector or the Registrar in this behalf.

(f) An undertaking that the loan amount if advanced will be deposited in Postal Savings Bank, Cooperative Bank or Scheduled Bank approved by the Collector or Registrar and will be drawn upon with the previous sanction of the Collector or Registrar.

7. The Registrar on receipt of such application will scrutinize or get the same scrutinized and if satisfied will submit the same with his recommendation to the Collector.

8. The Collector will be the competent authority to sanction loans subject to provisions of these rules and subject to provision in the sanctioned budget.

9. The Registrar on receiving due sanction from the Collector will intimate the office bearers of the society of such sanction.

10. As prescribed in the bye-laws of the society two or three members of the managing committee/Board of Directors on receipt of the intimation shall on behalf of the society execute a bond in the Form (Appendix B) appended to these rules creating First charge on the assets of the Society as security for the loan and interest thereon. The bond so executed shall be kept by the Registrar for safe custody. The equipment, machinery, tools etc. purchased out of the loan amount shall be hypothecated to the President as additional security. Such equipment, machinery, tools etc. shall not be disposed of at any time without the previous permission of the Administrator, so long as the loan is outstanding.

11. The loan shall be disbursed by the Registrar. The bill shall be got countersigned by the Collector before presentation at the treasury. The Registrar shall be responsible for enforcing the terms and conditions on which the loans were sanctioned and for this purpose he should maintain detailed accounts of each loan given to societies to watch repayment of instalments of loans and interest dues on the prescribed date. He should also obtain utilisation certificate of loans and after getting the same verified, he should forward a consolidated certificate to the Collector.

12. The loan so sanctioned and disbursed shall be repayable with interest as per terms and conditions prescribed from time to time by the Registrar depending on the purpose for which the loan is being granted.

13. The loan shall bear interest at the rate prescribed by the Collector in force for the quarter in which the loan is disbursed.

14. In case of default in repayment of instalment of principal amount or the interest accrued thereon, penal interest will be recoverable from the loanee at the rate to be prescribed by the Collector under the General Financial Rules of the Central Government.

15. The loan amount will be recoverable in lump sum if the Registrar is satisfied that the loan has been or is being utilized for a purpose other than the one for which it was granted. The Collector or the Registrar shall be competent to order the recovery of the entire loan amount in one lump sum in such cases.

16. All amounts so ordered to be recovered shall be recoverable as arrears of land revenue or in such other manner as the Collector may deem fit.

17. The Registrar and the Assistant Registrar will be responsible for enforcing the recovery of the loans.

18. The society shall maintain all accounts of the loan amount in upto date manner as may be prescribed by the Registrar from time to time. These accounts will be subject to supervision, audit and inspection by the Registrar, the Assistant Registrar and the staff of the Cooperative Department.

19. Every society receiving a loan under these rules shall furnish such information and such returns as the Administrator, the Collector, the Registrar or the Assistant Registrar may require from time to time.

20. Anything done, or any action taken in connection with granting or disbursing loan, before these rules came into force on the strength of approved schemes, or otherwise in this connection shall be deemed to have been done under these rules.

APPENDIX 'A'

Application for loan for ————————————
From The ————————————
Application for loan for ————————————
Cooperative Society Ltd., ————————————

To

The Collector,
Dadra and Nagar Haveli,
Silvassa.

(Through the Registrar, Cooperative Societies, Dadra and Nagar Haveli)

Sir,

I, the President of ———————— Cooperative Society Ltd., ————————forward herewith an application for loan of Rs. ———————— (in figures) Rs. (in words) ———————— of which the first instalment to be repaid on expiry of one year from the date of disbursement of the loan to the society. A copy of the resolution No. ———— dated ————of the managing committee/Board of Directors resolving to apply for loan is also attached/enclosed.

I hereby undertake to furnish such information as the Administrator, Dadra and Nagar Haveli/the Registrar of Cooperative Societies, Dadra and Nagar Haveli, may require in connection with the disbursement and repayment of the loan. The particulars regarding the society are given below :—

(a) No. of members on the date of application ——————————.
(b) Paid up share capital, Rs. ———————— at the date of application.
(c) (i) Details of deposits————————
(ii) Details of Borrowings ————————
(d) Cash on hand and details of investment————————.
(e) Cost of machinery, tools, and other assets, if any proposed to be purchased with their approximate cost of each————————.
(f) Constructions if any, proposed to be under taken ———————— with plans and estimates.
(g) The manner in which the loan/loans taken already and secured.
(h) Whether the loan/loans taken are obliged in full/part for the purpose for which the same were taken.

A copy of the latest audit report of the society is also forwarded herewith.

Yours faithfully,
(Sd. President)
The ———————— Cooperative Society Ltd.

N.B. :—Deposits of members as distinct from outsiders to be shown separately. Borrowings from Government Banks to be shown separately.

APPENDIX 'B'

THIS DEED OF MORTGAGE made on the ———— day of ———————— One thousand nine hundred and ———— Between the ———— Cooperative Society Ltd., ———————— registered under No.———— dated ———————— under Administrative orders of the Administrator, Dadra and Nagar Haveli/under the Gujarat Cooperative Societies Act, 1961 as extended to Union

Territory of Dadra and Nagar Haveli with its registered office at ———— (hereinafter called "the Mortgager") which expression where the context so admits shall be deemed to include their successors and assignor on the one part and the President of India represented by the Collector, Dadra and Nagar Haveli (hereinafter referred to as "the Mortgagee") which expression shall include where the context so admits his successors in office and assignees of the other part.

Whereas the Mortgager has applied to the Collector, Dadra and Nagar Haveli, for a loan of Rs. ————(in figures) Rs (in words)————for the purpose of———— under the Dadra and Nagar Haveli Loan' to Cooperative Societies Rules, 1966 (hereinafter called "the rules") as amended from time to time.

And whereas the Collector, Dadra and Nagar Haveli, has sanctioned the loan of Rs. (in figures) ————Rs. (in words) ———— to the mortgager for ———— subject to the terms and conditions contained in the Rules and also those hereinafter appearing to which the mortgager agrees :—

Now THIS DEED WITNESSES as follows .

1. In consideration of the loan of Rs (in figures)—Rs (in words)—advanced to the Mortgager, the receipt of which the Mortgager do hereby grant, convey and assign unto the Mortgagee by way of simple mortgage all that property mentioned and described in the schedule hereinafter written together with all assets movable and immovable that may be acquired by the Mortgager from time to time to the Intent that they shall remain and be charged as security for the due diligent payment of the loan amount with interest and cost, if any, and for the compliance with the terms and conditions herein contained and the mortgagee shall have a first charge over the same.

2 The loan amount of Rs. ———— shall bear interest at the rate of ———— per cent per annum, provided, however that in case the Mortgager falls to pay any instalment on its due date penal interest at the rate of ———— per annum shall be paid for such default to the actual date of payment of the same.

3. The Mortgager shall repay the loan amount with interest thereon in ———— annual instalments of Rs ———— each, the first instalment being repayable on ———— and subsequent instalments be paid on the corresponding dates of the succeeding years.

4 The Mortgager shall deposit the loan amount in a Cooperative Bank, Scheduled Bank or Postal Savings Bank approved by the Registrar, Cooperative Societies, Dadra and Nagar Haveli/Collector, Dadra and Nagar Haveli. The amount so deposited shall be withdrawn only with the previous sanction of the Collector, Dadra and Nagar Haveli/the Registrar, Cooperative societies, Dadra and Nagar Haveli.

5 The Mortgager shall utilise the loan amount only for the purpose for which the same is granted

6. The mortgager hereby assures the Mortgagee that the properties/assets hereby charged are free from any encumbrance or charge of whatever description and that they are not subject to any attachment or restraint of alienation.

7. During the continuance of this mortgage, the Mortgager shall not sell, let, lease or create any Mortgage, lien or charge by way of hypothecation pledge or otherwise create encumbrance of any kind whatsoever in respect of the properties/assets hereby charged without obtaining the previous consent in writing of the Mortgagee.

8. The buildings and machinery of the Mortgager mentioned and described in schedule hereunder written shall be ensured against fire at the cost of the Mortgager.

9. The Mortgager hereby assures the Mortgagee that the properties/assets hereby charged are owned by the Mortgager and that they are in absolute and in undisputed possession and enjoyment of the Mortgager.

10 All the terms and conditions contained in the Rules shall be binding on the Mortgager and the Mortgager shall fully abide by them.

11 In case the Mortgager commits breach of all or any of the provisions contained, the entire loan amount outstanding together with interest and cost, if any, shall immediately become payable in a lump sum at once and the Mortgager shall pay the same. In case of default of such payment, the Mortgagee shall have power to proceed against the property to recover such sums and the Mortgagee shall have all the powers vested in a Mortgagee under the Transfer of Properties Act as and when extended to the territory of Dadra and Nagar Haveli, till then the decision of the Mortgagee shall have to be treated as final.

12 Without prejudice to the powers of the Mortgagee under the preceding clause, all sums found due to the Mortgagee under or by virtue of those presents shall be recoverable from the Mortgager and to Mortgager's properties/assets movable and immovable as if such sums are arrears of land revenue or in such other manner as the Mortgagee may deem fit.

13. ————,————(designation and name) have been authorised to execute this deed————for and on behalf of the Mortgager under————(Authority).

[IN WITNESSES WHEREOF the parties hereto have signed and sealed of this deed on the day first above written.]

Schedule above referred to (details of assets).

Signed, sealed and delivered by

1. ———————— 1. ————————

2. ———————— 2. ————————

(Committee members)

Signature of the Mortgager/Mortgagers or for and on behalf of the Mortgagers.

In the presence of witnesses:

1.————————————

2.————————————

COLLECTOR,
DADRA & NAGAR HAVELI,
SILVASSA.
for *and on behalf of the President of India.*

ORDER

The 26th August 1966

*No. ADM/SUP/FGN/*1707.—In exercise of the powers conferred by section 3 of the Essential Commodities Act, 1955 (10 of 1955) read with the order of the Government of India in the Ministry of Food and Agriculture (Deptt. of Food) published under GSR 1182 dated 17th August 1965, in the Gazette of India Part II, Section 3, sub-section (1) dated 17th August '65, and with the prior concurrence of the Central Government, the Administrator Dadra and Nagar Haveli hereby amends the Dadra and Nagar Haveli Sugar and Khandsari Dealers Licensing Order, 1965 as follows, namely:—

1. In clause 2 of the said order,—

(i) In sub-clause (a), *for* the words "storage of Sugar" the words "storage for sale of sugar" shall be *substituted*

(ii) In sub-clause (g), *for* the figure and words "10 percent", the figure and words "90 percent" shall be *substituted*

2. In clause 3, sub-clause 3 (ii), the words 'deemed to be a dealer" shall be *substituted* by the words "deemed to store the sugar or khandsari, as the case may be, for the purpose of carrying on the business of purchase, or sale, or storage for sale, of sugar or khandsari".

3. In clause 7A of the said order *after* the words "the licensing authority may," the words "after the appeal period is over," shall be *added* and the proviso below this clause shall be *deleted.*

4. In clause 9, sub-clause (1)(a), *for* the words "occupier of any person" the words "occupier or any other person" shall be *substituted.*

5 In form B, after clause 3(d), the following sub-clause shall be added "(e) separate registers should be maintained for khandsari and sugar".

K. R. DAMLE
Administrator,
Dadra and Nagar Haveli,
Silvassa

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